# Good To Go!™ Account Holder Terms and Conditions

THESE TERMS AND CONDITIONS, TOGETHER WITH TERMS CONTAINED IN YOUR APPLICATION, CONSTITUTE THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (WSDOT) Good To Go! CUSTOMER AGREEMENT (THE AGREEMENT). NOTHING IN THIS AGREEMENT RELEASES YOU, THE CUSTOMER, FROM FINES RESULTING FROM FAILURE TO ABIDE BY WASHINGTON STATE LAWS AND REGULATIONS.

Version 6

By opening a *Good To Go!* account, you agree to the following terms and conditions:

# 1.0 Toll Charges and Payment

#### 1.1 Account Uses

Your *Good To Go!* account may be used to pay a toll either by *Good To Go!* pass, or by Pay By Plate where available.

# 1.2 Pay By Mail

If your account has insufficient funds to cover a toll charge, the vehicle's registered owner will receive a Pay By Mail toll bill. The toll must be paid as directed in the toll bill. Funds in your *Good To Go!* account cannot be used to pay Pay By Mail toll bills.

# 1.3 Charges

Toll charges may vary based on payment method and one or more of the following: 1) the number of vehicle axles detected; 2) pricing based on traffic congestion; and/or 3) the facility used.

# 2.0 Account Information

# 2.1 Good Standing

To keep your account open and in good standing you must:

- a. Keep current your vehicle information, make, model, license plate number and axle counts.
- b. Keep current payment information.
- **c.** Keep current your contact information, address and email.
- d. Maintain a positive balance for prepaid accounts.

#### 2.2 Closure

Your account may be closed when:

# a. You request the account to be closed.

Any remaining balance will be refunded without interest and less outstanding administrative fees. Refunds will be made by the original method of payment, when possible, and will occur within 15 days of your account closure request.

# b. The account shows a negative or zero balance. Any negative balance and/or outstanding tolls and fees must be paid in full immediately or may be subject to penalty, collection procedures and legal action by the state of Washington.

# c. There has been no account activity.

A "Notice of Inactivity" will be sent after 18 months of inactivity. After 24 consecutive months of inactivity, the account will be closed. Any remaining balance will be refunded without interest and less outstanding administrative fees. Refunds will be made by the original method of payment, when possible. An administrative fee may be charged.

# 3.0 Automatic Account Replenishment

- **3.1** You may elect to have either automatic or manual account replenishment.
- 3.2 The minimum amount for automatic replenishment is \$30. Depending on your account usage, WSDOT may require you to establish and maintain a larger minimum replenishment amount. You always have the option to maintain a replenishment amount greater than the minimum amount required by WSDOT.
- **3.3** If you arrange for automatic account replenishment, you agree to the following:

#### a. Payment type

You will provide authorization and the necessary information to establish account replenishment by a credit card, branded debit card or bank account (electronic check/ACH).

#### b. Minimum balance

When your account balance falls below the minimum balance, the account will automatically be replenished as specified on your application.

# c. Payment declined

If your automatic payment method is declined, your account may be changed to manual replenishment. You must contact the Customer Service Center to re-establish automatic replenishment.

# d. Chargebacks

If the Customer Service Center receives excessive notifications of a credit card dispute that results in chargebacks (the reversal of payments), the account holder may be required to replenish their account with certified funds or cash for future transactions. If you dispute tolls through your credit card, you are still responsible to pay the tolls. The only way to dispute the tolls is through the *Good To Go!* dispute process as outlined in section 5.0.

# e. Automatic adjustment

Your account activity and replenishment frequency will be evaluated periodically. The Customer Service Center may adjust replenishment amounts based on a customer's usage patterns over the prior three months. Prior to such adjustment, customers will be notified of any replenishment adjustments as part of the monthly statement, and may contact the Customer Service Center to decline this replenishment option.

#### f. No interest

Interest will not be paid on prepaid account balances or deposits.

# 4.0 Manual Account Replenishment

The minimum manual replenishment amount is \$30.

#### a. Payment methods

Payment for replenishment may be by bank account (electronic check/ACH), credit card, branded debit card, check, money order, or cash. Do not send cash in the mail. The Customer Service Center reserves the right to refuse temporary checks.

# b. Non-sufficient funds (NSF)

If check payments are returned for insufficient funds, the account holder will be charged a fee of \$30 and may be required to replenish their account with certified funds or cash for future transactions.

#### c. Chargebacks

If the Customer Service Center receives excessive notifications of a credit card dispute that results in chargebacks (the reversal of payments), the account holder may be required to replenish their account with certified funds or cash for future transactions. If you dispute tolls through your credit card, you are still responsible to pay the tolls. The only way to dispute the tolls is through the *Good To Go!* dispute process as outlined in section 5.0.

# 5.0 Disputes

You may contest fees and tolls applied to your account in writing to the Customer Service Center within 60 days of the transaction posting date. If the fee or toll is removed or adjusted, your account will be credited.

#### 6.0 Good To Go! Pass Usage

You can use your activated *Good To Go!* pass at any *Good To Go!* toll facility.

#### a. Installation

You agree to install, display, activate and use the pass in accordance with the package instructions.

#### b. Receipts

You understand and agree that you will not receive a receipt for individual pass transactions but may see your transactions by logging on to www.wsdot.gov/GoodToGo.

#### c. Replacement

If you need to replace your pass for any reason, you may be charged a replacement fee. If your pass is lost or stolen, you must notify the Customer Service Center immediately as you are responsible for all charges incurred until notification is received.

#### 7.0 Discounts and exemptions

To receive toll discounts or exemptions for a toll facility, your account must be in good standing and you must meet any occupancy or other requirements. If required, you must also use the designated pass for the discount or exemption (i.e. must have a Flex Pass to receive a carpool exemption). Current exemption policies are at www.wsdot.gov/GoodToGo.

# 8.0 Pay By Plate

If you do not have a pass, or if your pass is not detected, a photo toll system may capture your vehicle's license plate. If the license plate number is listed on your account, the transaction will be processed as Pay By Plate with the appropriate toll deducted from your account. A nominal fee may apply.

#### 9.0 Termination

This Agreement may be terminated at any time and for any reason. If your account is terminated, the Customer Service Center will refund any amount in your account remaining after tolls, costs and fees have been paid, without interest. No refunds may be provided for unregistered accounts.

# 10.0 Privacy Policy

- 10.1 The Good To Go! Privacy Policy is subject to the requirements of state and federal law and may be amended at any time in accordance with applicable statutory requirements. Notice of any change to this Privacy Policy will be available via email, on your account statement and/or at the walk-in Customer Service Centers. Notices will also be posted on the website.
- 10.2 Information collected by the Customer Service Center related to your account will not be released except under the following circumstances:
  - **a.** In response to a court order for specific information.
  - **b.** At your request as the individual account holder with proper identification.
  - **c.** As necessary to collect unpaid tolls, fees and penalties.
  - d. As otherwise required by law.

#### 11.0 Administrative Fees

An administrative fee may be applied under the following circumstances:

#### a. Account Statement

An account statement fee will be charged when delivered via United States Postal Service mail.

#### b. Account Closure

If your account is inactive for 24 consecutive months, your account will be closed, a fee will be charged and any remaining funds after the account has been closed will be refunded without interest.

#### c. Pay By Plate

A nominal fee may be assessed for Pay By Plate when debited from your *Good To Go!* account.

#### d. Subject to Change

Fees are subject to change. Current fees and notice of fee changes will be posted at the Customer Service Centers, on your account statement, and at www.wsdot.gov/GoodToGo.

# 12.0 Amendments

The Customer Service Center may periodically make changes or amendments to the terms and conditions of the Agreement. You will receive notice of any such changes via email, on your account statement and/or at the Customer Service Centers. Notices will also be posted at www.wsdot.gov/GoodToGo.

# 13.0 Liability

Neither WSDOT nor the Customer Service Center shall have any obligation or liability to the customer with respect to use or performance of the *Good To Go!* pass or account.

# a. No interest

Interest will not be paid on prepaid account balances or deposits.

Title VI Notice to Public: It is the Washington State Department of Transportation's (WSDOT) policy to assure that no person shall, on the grounds of race, color, national origin or sex, as provided by Title VI of the Civil Rights Act of 1964, be excluded from participation in, be denied the benefits of, or be otherwise discriminated against under any of its federally funded programs and activities. Any person who believes his/her Title VI protection has been violated, may file a complaint with WSDOT's Office of Equal Opportunity (OEO). For additional information regarding Title VI complaint procedures and/or information regarding our non-discrimination obligations, please contact OEO's Title VI Coordinator Jonte' Sulton at (360) 705-7082

Americans with Disabilities Act (ADA) Information: This material can be made available in an alternate format by emailing the WSDOT Diversity/ADA Affairs team at wsdotada@ wsdot.wa.gov or by calling toll free, 855-362-4ADA(4232). Persons who are deaf or hard of hearing may make a request by calling the Washington State Relay at 711.

14-06-0002563 8/13/14